

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Airport
AGENDA DATE: April 30, 2013
CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E. 780-4793
DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a Resolution authorizing the City Manager to sign a Lessor's Approval of Sublease by and among the City of El Paso ("Lessor"), TJW Aviation, LLC ("Lessee"), Advanced Aircraft Services ("Sublessee") and Aviation Parts whereby Aviation Parts will sublease a portion of the premises located at 1776 American Drive., El Paso, Texas from the Sublessee.

BACKGROUND / DISCUSSION:

The City of El Paso entered into a General Aviation Commercial Ground Lease effective April 1, 1982 between the Lessor and Air Parts of El Paso, Ltd. for the property municipally known and numbered as 1776 American Drive, El Paso, Texas. Effective February 25, 1997 Lessee entered into a Sublease agreement with Advanced Aircraft Services. Lessee subsequently assigned lease, by a Lessor's Approval of Assignment, on May 8, 2012, to TJW Aviation. Lessee and Sublessee now desire to sublease a portion of the premises located at 1776 American Drive., El Paso, Texas to Aviation Parts, and Lessor's written approval of the sublease is required per the lease.

PRIOR COUNCIL ACTION:

- Council approved the General Aviation Commercial Ground Lease effective April 1, 1982 with Air Parts of El Paso, Ltd
- Council approved a sublease to Sublessee, Advanced Aircraft Services, effective February 25, 1997
- Council approved the 1st Amendment to the General Aviation Commercial Ground Lease, with an effective date of September 1, 2008, the amendment added a ten (10) year option to extend the lease term
- On May 8, 2012, Council approved the assignment of the lease to Lessee by a Lessor's Approval of Assignment;

AMOUNT AND SOURCE OF FUNDING:

N.A. - Lessor's Approval of Sublease is budget neutral

BOARD / COMMISSION ACTION:

N.A.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Monica Lombraña, A.A.E., Director of Aviation

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Lessor's Approval of Sublease by and among the City of El Paso ("Lessor"), TJW Aviation, LLC ("Lessee"), Advanced Aircraft Services ("Sublessee") and Aviation Parts whereby Aviation Parts will sublease a portion of the premises located at 1776 American Drive., El Paso, Texas from the Sublessee.

APPROVED this _____ day of _____ 2013.

CITY OF EL PASO

John F. Cook
Mayor


ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF SUBLEASE
COUNTY OF EL PASO §

THIS Lessor's Approval of Sublease is made and entered into by and among the City of El Paso ("Lessor"), TJW Aviation, LLC ("Lessee"), Advanced Aircraft Services, Inc. ("Sublessee") and Aviation Parts ("Aviation Parts"), on this ____ day of _____, 2013.

WHEREAS, Lessor and Air Parts of El Paso, Ltd. entered into a General Aviation Commercial Ground Lease ("Lease") with an effective date of April 1, 1982 covering the following described property:

Parcel 2C, being a portion of Lot 2, Block 4, El Paso International Airport Tracts, Unit 10, consisting of approximately 60,050 square feet of land, El Paso County, Texas and municipally known and numbered as 1776 American Drive, El Paso, Texas ("Property");

WHEREAS, Lessor approved a sublease to Sublessee, effective February 25, 1997;

WHEREAS, the lease was amended by a First Amendment to the General Aviation Commercial Ground Lease, effective September 1, 2008;

WHEREAS, Lessor approved and consented to assignment of the Lease to Lessee, effective May 8, 2012;

WHEREAS, Lessee and Sublessee desire to sublease a portion of the Premises to Aviation Parts;

WHEREAS, Lease requires the prior written consent of the Lessor for a sublease of all or part of the Premises, and

WHEREAS, Lessor is willing to approve the proposed sublease subject to the terms and conditions set forth in this Lessor's Approval of Sublease, and accepted and agreed to by Lessee, Sublessee, and Aviation Parts;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, Lessor, Lessee, Sublessee, and Aviation Parts agree as follows:

1. **Acceptance of Lease Terms and Covenants.** Aviation Parts acknowledges that it has been provided with a copy of the Lease and agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

2. **Lease Terms Conflicting with State or Federal laws.** To the extent any clause in this Lessor's Approval of Sublease or the Lease conflicts with the applicable Texas and/or United States law(s) or regulation(s), such clause is void and unenforceable. By executing an agreement which contains the conflicting

clause(s), Aviation Parts makes no representations or warranties regarding the enforceability of such clause(s) and Aviation Parts does not waive the applicable Texas and /or United States law(s) or regulations(s) which conflict with the clauses(s).

3. **Subleased Premises.** Aviation Parts acknowledges that the subleased premises are office spaces located at 1776 American Drive, El Paso, El Paso County, Texas.
4. **Permitted Use of Premises.** Aviation Parts acknowledges that the subleased premises will not be used for any activity other than for an office space. Aviation Parts also acknowledges that its use of the subleased premises shall be further limited by those restrictions and prohibitions enumerated within the Lease.
5. **Proof of Insurance.** Aviation Parts has provided Lessee and Lessor with a certificate of insurance to evidence compliance with the insurance requirements of the Lease and understands and agrees that Lessor's consent to sublease is expressly contingent upon Aviation Parts maintaining the required levels of insurance and Aviation Parts' providing proof of such to Lessee and Lessor. Failure to comply with any insurance requirements may result in a revocation of Lessor's consent to the sublease and termination of this Lessor's Approval of Sublease and the sublease.
6. **Reporting Requirements.** As additional consideration for Lessor's approval, Aviation Parts agrees that it shall furnish to Lessor, upon ten (10) days written request by the Director of Aviation and at no cost to Lessor, an accurate report of Aviation's operations at the El Paso International Airport during the preceding month. The report shall include, but not be limited to, any information related to the following: (i) the amount of cargo, freight, or mail loaded or off-loaded from any aircraft by Aviation Parts, its customers, contractors, or agents; and (ii) the type of aircraft and name of aircraft operator handled. Aviation Parts agrees to provide this information, if applicable, in such detail and on the form as prescribed by the Director of Aviation. Failure to comply with the reporting requirements may result in a revocation of the Lessor's consent to the sublease and termination of the Lessor's Approval of Sublease and the Sublease.
7. **Lessee's Obligations.** Notwithstanding any provision to the contrary in the Sublease, this Lessor's Approval of Sublease shall in no way release the Lessee or any person or entity claiming by, through, or under Lessee, including Aviation Parts, from any of its covenants, agreements, liabilities, and duties under the Lease, as same may be amended from time to time. Lessee shall remain liable to Lessor for any defaults under the Lease, whether such default is caused by Lessee, Sublessee, Aviation Parts or anyone claiming by or through Lessee, Sublessee, or Aviation Parts. The foregoing shall not be deemed to restrict or diminish any right which Lessor may have against Lessee, Sublessee or Aviation Parts, in law or in equity, for violation of the Lease.

8. **Purpose.** This Lessor's Approval of Sublease does not constitute approval by Lessor of any of the provisions of the Sublease document or agreement; nor shall the same be construed to amend the Lease in any respect. The sole purpose of the Sublease shall be to set forth the rights and obligations between Lessee, Sublessee and Aviation Parts. In no event, however, shall Lessor be deemed to be in privity of contract with Sublessee or Aviation Parts or owe any obligation or duty to Sublessee or Aviation Parts under the Lease or otherwise; any duties of Lessor under the Lease being in favor of, for the benefit of, and enforceable solely by Lessee.
9. **Non-Waiver.** Nothing herein shall be deemed a waiver of any of Lessor's rights under the Lease. This Lessor's Approval of Sublease does not end the need for Lessor's approval of any future subleases or for any other matter for which Lessor's approval is required under the Lease or otherwise.
10. **Subordinate Rights.** The Sublease is, in all aspects, subject and subordinated to the Lease as the same may be amended. The terms of the Lease shall prevail in the case of any conflict between the provisions of the Lease, Sublease, or this Lessor's Approval of Sublease.

If, at any time prior to the expiration of the term of the Sublease, the Lease shall terminate or be terminated for any reason (or Lessee's right to possession shall terminate without termination of the Lease), this Lessor's Approval of Sublease and the Sublease shall simultaneously terminate.

11. **Authorized Parties.** The persons signing this Lessor's Approval of Sublease on behalf of the Lessee, Sublessee, and Aviation Parts represent and warrant that they have the authority to legally bind the Lessee, Sublessee, and Aviation Parts to the provisions of this instrument. Further, Lessee, Sublessee, and Aviation Parts acknowledge and agree to be bound by all the terms and conditions of this Lessor's Approval of Sublease as set forth herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Lessor's Approval of Sublease has been executed and shall be effective as of the date first noted above.

CITY OF EL PASO, TEXAS

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.
Director of Aviation

ACKNOWLEDGMENT
LESSOR

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this ____ day of _____ 2013,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso**.

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: TJW AVIATION, LLC

Printed Name:

Title:

Tim Wilson
member

ACKNOWLEDGMENT

LESSEE

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

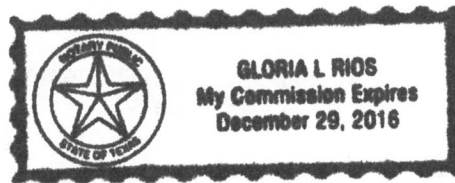
This instrument was acknowledged before me on this 16 day of April, 2013,
by Timothy John Wilson as member of TJW AVIATION, LLC (Lessee).

Notary Public, State of

Texas


My Commission Expires:

12-29-16



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

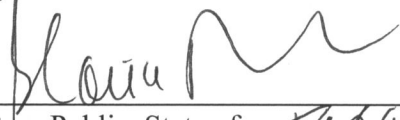
**SUBLESSEE: ADVANCED AIRCRAFT
SERVICES, INC.**


Printed Name: L. Wilson
Title: VP

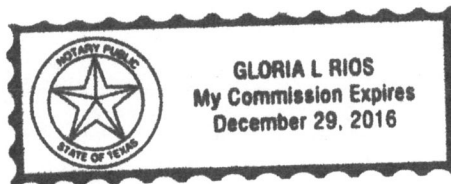
ACKNOWLEDGMENT
SUBLESSEE

THE STATE OF Texas,
COUNTY OF El Paso

This instrument was acknowledged before me on this 17 day of April, 2013,
by Lydia Ann Wilson as VP of Advanced Aircraft Services, Inc.
(Sublessee).


Notary Public, State of Texas

My Commission Expires:
12-29-16



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

AVIATION PARTS



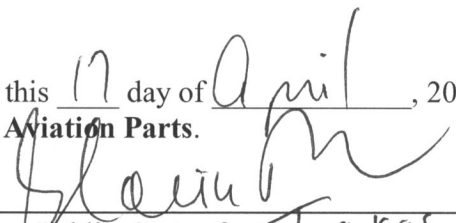
Printed Name: Luis R. Chavez

Title: owner

ACKNOWLEDGMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 17 day of April, 2013,
by Luis R. Chavez as owner of Aviation Parts.


Notary Public, State of Texas

My Commission Expires:
12.29.16

